

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Mayor and City Council

Agenda Item #: IV.I.

From: Ann Kattreh
Parks and Recreation Director

The Recommended Bid is

- ☐ Within Budget
☒ Not Within Budget

Date: November 4, 2013

Subject: Contract For architectural & Engineering Services For The Sports Dome, Outdoor Refrigerated Ice Rink And Braemar Arena Improvements, Cuningham Group

Date Bid Opened or Quote Received:
Friday, October 25, 2013

Bid or Expiration Date:
NA

Company:
Cuningham Group Architecture, Inc.

Amount of Quote or Bid:
\$627,000.00

Recommended Quote or Bid:
Cuningham Group Architecture, Inc.

General Information:

On October 14, 2013 the City Council directed staff to proceed with the development of plans and specifications for a sports dome, Arena improvements and outdoor refrigerated rink at the Braemar Arena site. Staff has worked with the Cuningham Group, Inc. since 2011 to determine the feasibility, location and scope of these projects. Attached is an AIA Document B132 – 2009 contract for architectural and engineering services for the sports dome, Arena improvements and outdoor refrigerated rink. This contract has been reviewed and approved by City Attorney Roger Knutson. The fee of \$627,000.00 represents 7.4% of the anticipated project cost.

Cuningham will retain additional consultants under this contract. Clark Engineering will be the structural engineer; Hallberg Engineering will be the mechanical and electrical engineer; Anderson-Johnson Associates will be the civil engineer and Stevens Engineering will be the ice systems engineer. This contract includes design and development, construction documents, bidding and negotiating, construction administration, evaluation of work, and certification for payment to contractors.

In addition to this current project, the Cuningham group provided architectural and engineering services to the City of Edina Parks and Recreation Department for the golf dome construction project. The Cuningham Group also provided architectural and engineering services for the Minnetonka, Maple Grove and Wayzata sports domes.

Staff began working with Mark Ruff, Senior Financial Advisor/Principal from Ehlers regarding the financing for this project. This contract would be paid as part of the funding package for the sports dome, outdoor rink, Arena improvements and Pamela Park renovation projects.

Attachments:

Edina Sports Dome and Outdoor Ice Rink at Braemar Addendum to Feasibility Study

AIA Document B132 – 2009 – Standard Form of Agreement Between Owner and Architect



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Edina Sports Dome and Outdoor Ice Rink at Braemar Addendum to Feasibility Study

October 8, 2013

Consultant Team:

Cunningham Group Architecture, Inc. (Cunningham)
Anderson-Johnson Associates (AJA)
Hallberg Engineering, Inc. (Hallberg)
Stevens Engineers (Scott Ward)
RJM Construction (RJM)

Purpose

As follow-up to the feasibility study of a Sports Dome in Edina, the Consultant Team was asked to further develop one dome and ice rink option (Option C-250) with some additional items. This memo and attached images are the result of this study.

Caveats

Study was based on the available site topographic and utility information. However, we anticipate finding some discrepancies when the site is surveyed. This planning also made certain assumptions related to zoning, fire code and engineering. If/when the project moves forward into design, direct discussions with authorities having jurisdiction will be needed to confirm assumptions.

Approach to Study

Several aspects of the site are challenging in use for a dome: width constraints, including existing buildings, grade, retaining walls and wooded slopes. The approach taken has been to study the feasibility and costs associated with a specific dome/field width, then consider alternatives that could be taken further during a future design phase. The emphasis of this study has been to identify approximate costs, rather than to refine a design.

Site Characteristics

The existing lighted athletic field is in a 'bowl' defined by buildings and grade on south and east side, a tree-covered slope on east, and a ridge with playground and memorial picnic pavilion on north. The field is approximately 7' below the floor elevation of the ice arena buildings, with sloping grass area on all sides, together with a few retaining walls. Further north is a steep slope down to the Courtney ball field complex. There is a rapid drop-off in the northeast corner, also covered with trees and shrubs.

Program of Spaces and Amenities

These are laid out in Plan Diagram on page 5

Dome and Support Structures:

- 250' x 400' dome with 10' clearance on all sides for snow removal. This width/length provides for a 215' x 320' soccer/athletic field wrapped by a walking track, with space at end(s) for batting cages.
- Drop-off within existing parking lot, near Lobby/Support
- Fire department and service access from west and from southeast corner.
- 2400 sf Lobby/Support building connected to the dome

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- Enclosure for mechanical equipment and off-season storage of some dome components.
- Additional fabric liner to achieve a higher insulating value for Dome. This more than doubles the R-value, from approximately R1.5 to R4
- Energy efficient and long-lasting lighting: the technology is evolving rapidly and it is expected that LED fixtures equivalent to the industry-standard 1000W metal halides will be available, and would be utilized

Outdoor Ice Sheet:

- 85' x 200' outdoor ice sheet, with dasher boards
- Roof canopy over ice sheet
- Player benches and spectator standing areas, with a heat source.
- Modifications to existing east arena mechanical equipment to upgrade to ammonia refrigerant

Arena Remodeling associated with Outdoor Ice Sheet

- Access via stairs from Arena Lobby to East Arena lower level doorway
- Two indoor changing/bench areas for skaters
- Toilets remodeled to meet ADA codes for use by outdoor rink skaters

Sustainability Enhancements

- In addition to additional liner and lights, above, the team investigated a geothermal heat pump system. A geothermal system that takes heat out of the ground to heat the dome during the winter and returns heat to the ground from ice-making during the summer could be an effective system for this project. Investigation of soils is required to determine if they are compatible with a geothermal system.
- Geothermal well field is assumed to be located under the turf field. Vertical wells are recommended to avoid heating up the field during the summer
- Building required to house equipment would probably be located on East side, adjacent other dome mechanical equipment.
- *See page 4 for summary of geothermal system and costs.*

Givens and Assumptions for utilization of site: (based on cost and importance to City):

- East boundary for development is the wooded edge, to avoid triggering substantial Watershed requirements
- Existing drives may serve Dome traffic
- Existing parking may serve the Dome, if not reduced in quantity
- 50' separation should be maintained between Dome and buildings to meet fire code requirements – This requirement may also apply to the ice arena roof, and requires additional discussion with Code and Fire officials.
- Playground may be eliminated.
- Retain hill with mature oaks west of mid-field

Three Dimensional Impact – Earthwork, Retaining Walls, Demolition

The current field's flat area must be widened and lengthened (up to 150' beyond north end of existing field) for the dome and ice rink. To minimize exported soils, the elevation of the field would be raised 4-6', which will require retaining walls at the north and west. Existing

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features that will need to be removed include the playground and the picnic gazebo north of the athletic field, the stepped concrete seating at the west edge of the existing field, the light poles, and some of the natural features at east and west.

- AJA anticipates addressing stormwater issues with a holding area within the dome footprint.
- Fire Code requires that combustible vegetation be removed within 30' on all sides during the period when the membrane structure is up. The impact will be mowing grass and clearing leaves, and some tree branches within that zone, but may also include removal of some trees, particularly at the southeast corner.
- Extension of flat Dome area north due to ice sheet requires substantial regrading work and a retaining wall as high as 10' at north/northeast corner.
- Lobby/Support building is proposed located at the west of the dome. Some ramping is needed to make a more rapid transition to the parking area. The north corner is preferred for interior layout so that people do not enter directly onto the walking track.
- Scope was included for a 25' drive lane at the east edge of the dome.

Preliminary grading plans were developed to determine rough grading volumes, potential retaining wall heights, and impact on adjacent features.

See diagrams on pages 5-7

Projected Costs

Based on the program modifications, RJM worked with the consultant team to develop projected costs; these are recorded in their cost summary, and include construction costs, soft costs, contingency and furnishings/equipment allowances. Approximate total Project cost for all items, excluding geothermal, is \$10.4 million (see sheet for alternates).

- *See last 2 pages for RJM cost breakdown*

Sustainability: Geothermal Add-on Costs

Geothermal system, if soils are found to be compatible, would cost on the order of \$1.9-\$2.2 million, including A/E fees and geotechnical costs. Payback time frame is likely to be similar to the system life expectancy, or 20-30 years.

- *See page 4 for description of geothermal system and costs*

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Edina Sports Dome & Outdoor Ice Rink – Braemar Location – Geothermal Heating/Cooling

Intent: Provide Ground Source Heat Pump System sized to heat the proposed dome; also used during May-October to augment ice making for existing ice sheets (when the seasonal dome is down).

Based on similar domes the heating load would require approximately eight 70 ton each modular heat pumps. Note: Some savings could be realized if the heating coils can be installed into the inflation provided by the Dome supplier instead of having a separate air handler.

Elements included:

- Well field – assumed to be under field
- Well field pumps, piping and controls
- Dome load side piping, pumps, and controls
- Condensing boiler, pumps, piping and controls to augment Dome-load side system
- Ice sheet-load side piping, 3-way diverter valves and controls
- Outdoor heating-only recirculation air handler with heating coils, fan, filters, access doors and controls. Note separate units that are part of the dome package will maintain inflation pressure and control.
- Supply and return ductwork
- Electrical work required
- 600 square foot building enclosure to house heat pumps, boiler, pumps, controls and electrical gear.
- For ice system, additional condenser, pump, high pressure receiver, piping, controls, etc. (added to the proposed new ammonia refrigeration system). This additional equipment will potentially require an addition to the East Arena mechanical room.

Probable Construction Cost: \$1.8 million – \$2.1 million

Initial Soils testing cost: \$10K initial testing for soil compatibility; \$10K for test well.

A/E Fees: \$135K-\$155K

Life expectancy: 20-30 years

Payback: depends on soils, utility costs, etc. but probably 20-30 years

Recommendation: If there is interest in geothermal, we suggest that the option be further explored during schematic design, after initial soil compatibility testing is done, at which a more informed decision can be made. This will permit coordination with a dome supplier to determine if dome inflation units can be modified to avoid the cost of separate units.

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Edina Sports Dome & Outdoor Ice Rink – Braemar Location – Exhibits



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Plan Diagram Showing Proposed Dome and Ice Rink Layout



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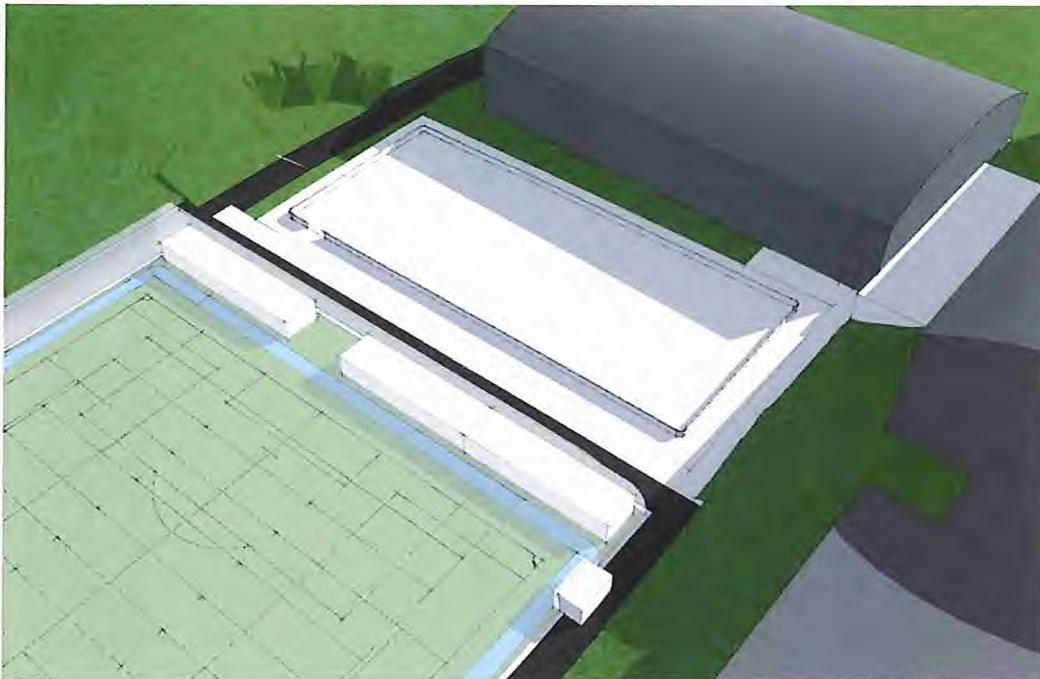


Image of Outdoor Ice Rink between East Arena and Dome

*White flat areas are concrete paving providing walks and spectator areas around the Ice.
Long white boxes in Dome represent Batting Cages.*

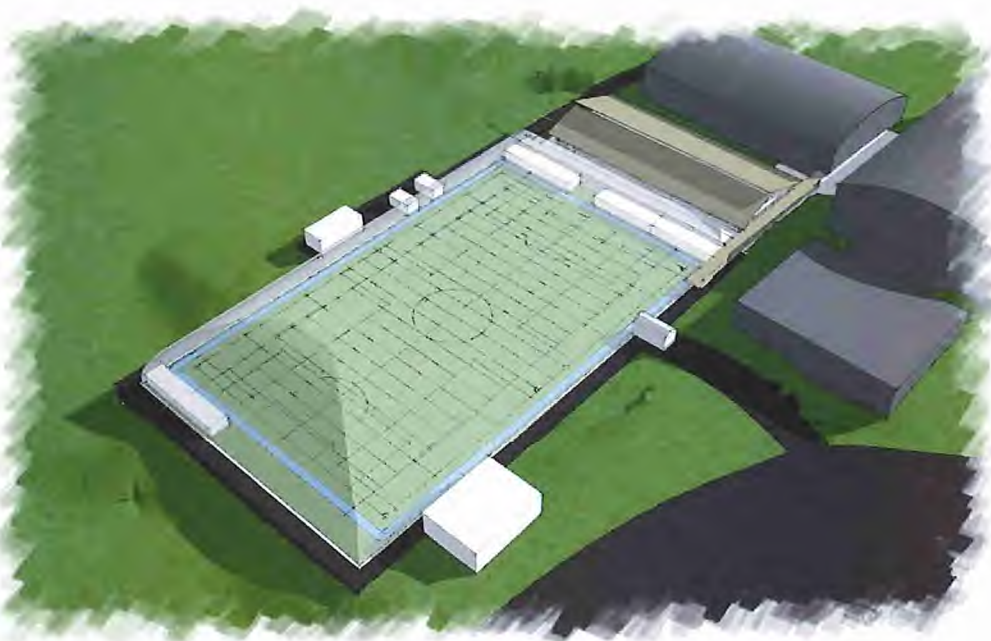


Image of Dome and Ice Rink (Covered) from Northwest



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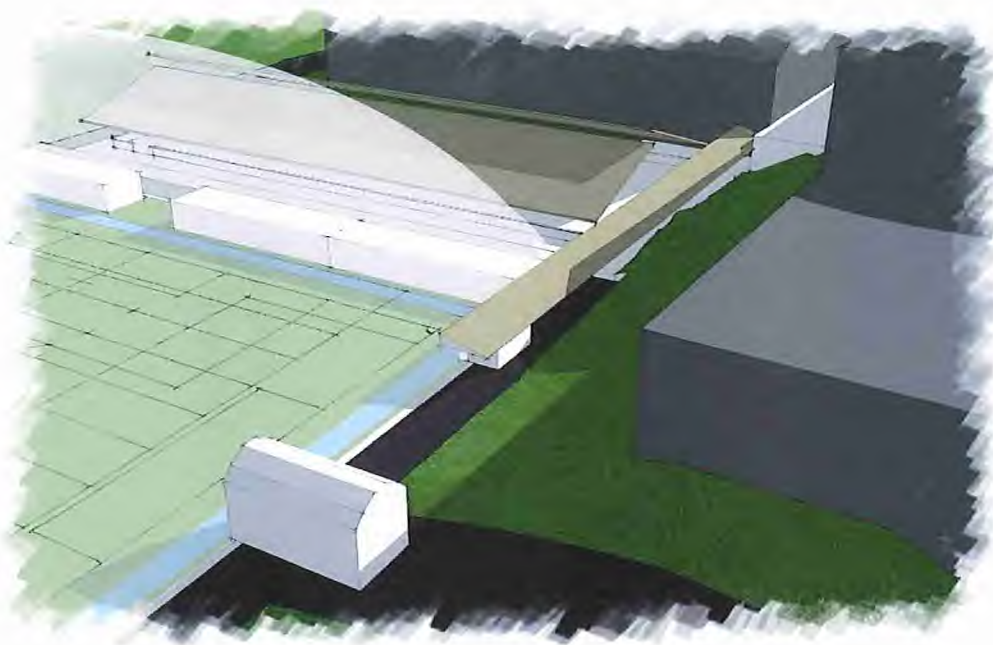


Image of Canopy Link (tan) between Dome and East Arena Lower Level Door

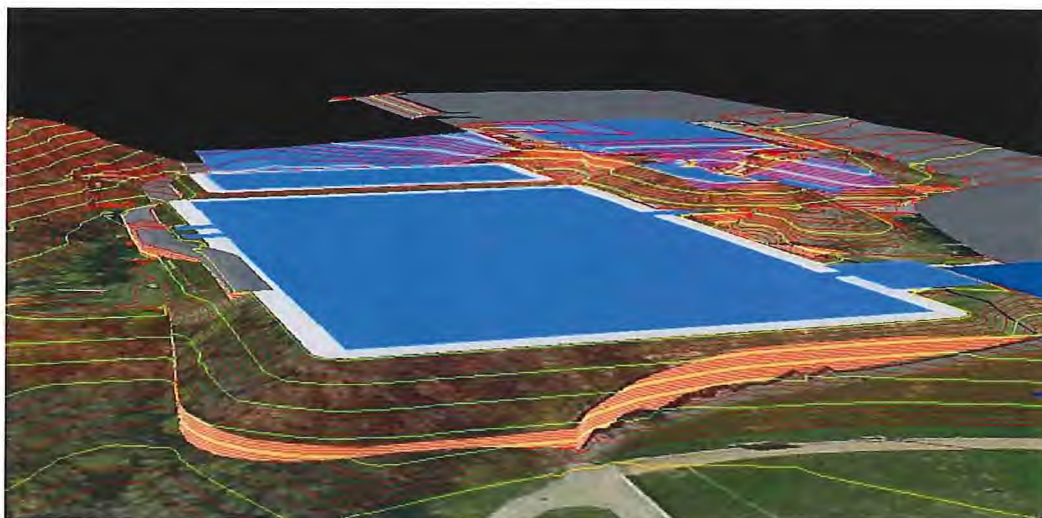


Image Showing Extent of North Retaining Walls (orange w/ red stripes)

October 8, 2013

Edina Sports Dome

Dome Layout (250' x 400' Dome)

	Quantities		Cost/Unit	Total
Dome foundations	1,300	LF	\$250	\$324,000
Dome (250' x 400')	100,000	SF	\$13.50	\$1,350,000
Synthetic turf field (Includes soil prep)	1	LS	\$926,000	\$926,000
Site hardscapes	1	LS	\$120,000	\$120,000
Mechanical/Electrical	100,000	SF	\$4	\$400,000
Landscaping	1	LS	\$40,000	\$40,000
Retaining walls	1	LS	\$80,000	\$80,000
Utilities	1	LS	\$100,000	\$100,000
Earthwork	1	LS	\$650,000	\$650,000
Accessory Building	2,500	SF	\$250	\$625,000
Storage and maintenance buildings	2,500	SF	\$100	\$250,000
Construction Contingency	5%			\$243,000
			Total	\$5,108,000

Alternates:

Upgrade fabric from PVDF coating to a Tedlar coating	100,000	SF	\$2.50	\$250,000
Added Dome Liner for Higher Insulating Value	100,000	SF	\$1.00	\$100,000
Sports Lighting (4 EA) (Pole Mounted)	4	EA	\$37,500	\$150,000

Owner Costs

	Quantities		Cost/Unit	Total
A/E Fees	7.4%	LS		\$378,000
CM Fee	2.85%	LS		\$146,000
Soil Borings (Allowance)	1	LS	\$15,000	\$15,000
Dome FFE (Allowance)	1	LS	\$100,000	\$100,000
Building FFE (Allowance)	1	LS	\$20,000	\$20,000
Technology (Allowance)	1	LS	\$100,000	\$100,000
Utility Relocation (Allowance)	1	LS	\$75,000	\$75,000
SAC/WAC (Allowance)	1	LS	\$15,000	\$15,000
Watershed (Allowance)	1	LS	\$3,000	\$3,000
Owner Contingency	4%			\$205,000
Design Contingency	4%			\$205,000
			Total	\$1,262,000

Total \$6,370,000

The project estimates provided are based on conceptual development of facility size, components and location on site. The values that have been established are conceptual in nature, providing anticipated magnitude of costs based on historical construction cost information from previous facilities. Upon final design, bids will be received for all areas of work that will at that time provide more detailed and accurate construction costs.

October 8, 2013

**Edina Sports Dome, Outdoor Ice Sheet and Interior
Renovation of East Arena**

Dome Layout (250' x 400' Dome)

	Quantities		Cost/Unit	Total
Dome foundations	1,300	LF	\$250	\$324,000
Dome (250' x 400')	100,000	SF	\$13.50	\$1,350,000
Synthetic turf field (Includes soil prep)	1	LS	\$926,000	\$926,000
Site hardscapes	1	LS	\$120,000	\$120,000
Mechanical/Electrical	100,000	SF	\$4	\$400,000
Landscaping	1	LS	\$40,000	\$40,000
Retaining walls	1	LS	\$80,000	\$80,000
Utilities	1	LS	\$100,000	\$100,000
Earthwork	1	LS	\$650,000	\$650,000
Accessory Building	2,500	SF	\$250	\$625,000
Storage and maintenance buildings	2,500	SF	\$100	\$250,000
Construction Contingency	5%			\$243,000
			Total	\$5,108,000

Outdoor Ice Sheet

	Quantities		Cost/Unit	Total
Earthwork	40,000	SF	\$5	\$200,000
Retaining walls	170	LF	\$650	\$110,500
Utilities	40,000	SF	\$4	\$160,000
Demo existing East Rink refrigeration system	1	LS	\$20,000	\$20,000
New indirect ammonia refrigeration system	1	LS	\$725,000	\$725,000
Concrete footing around rink	1	LS	\$22,000	\$22,000
Concrete paving around rink	6,600	SF	\$5	\$33,000
Outdoor concrete rink floor with subfloor heating system	1	LS	\$375,000	\$375,000
Exterior dasher boards with full boxes and glass	1	LS	\$160,000	\$160,000
Roof structure w/ fabric roof	24,200	SF	\$28	\$677,600
Covered walk-way w/ fabric roof	2,500	SF	\$80	\$200,000
Walk off mats	2,500	SF	\$22	\$55,000
Construction Contingency	5%			\$137,000
			Total	\$2,875,100

Interior Renovation of East Arena

	Quantities			
Demolition	2,500	SF	\$25	\$62,500
Locker/Changing Rooms (2) - renovation	1,800	SF	\$60	\$108,000
ADA compliant restrooms (2)	2	EA	\$40,000	\$80,000
Structural reinforcing	1	LS	\$50,000	\$50,000
Equipment room renovation	1	LS	\$150,000	\$150,000
Walk off mats	1,000	SF	\$22	\$22,000
Construction Contingency	5%			\$23,000
			Total	\$495,500

**Edina Sports Dome, Outdoor Ice Sheet and Interior
Renovation of East Arena**

Owner Costs

	Quantities		Cost/Unit	Total
A/E Fees	7.4%	LS		\$627,000
CM Fee	2.85%	LS		\$242,000
Soil Borings (Allowance)	1	LS	\$15,000	\$15,000
Dome FFE (Allowance)	1	LS	\$100,000	\$100,000
Building FFE (Allowance)	1	LS	\$20,000	\$20,000
Technology (Allowance)	1	LS	\$100,000	\$100,000
Utility Relocation (Allowance)	1	LS	\$100,000	\$100,000
SAC/WAC (Allowance)	1	LS	\$15,000	\$15,000
Watershed (Allowance)	1	LS	\$3,000	\$3,000
Owner Contingency	4%			\$339,000
Design Contingency	4%			\$339,000
			Total	\$1,900,000
				Total \$10,378,600

The project estimates provided are based on conceptual development of facility size, components and location on site. The values that have been established are conceptual in nature, providing anticipated magnitude of costs based on historical construction cost information from previous facilities. Upon final design, bids will be received for all areas of work that will at that time provide more detailed and accurate construction costs.

AIA® Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made effective as of the Twenty-fourth day of October in the year Two Thousand Thirteen.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Edina Parks & Recreation
Edina City Hall
4801 West 50th Street
Edina, MN 55424
Telephone Number: 952-927-8861

and the Architect:
(Name, legal status, address and other information)

Cunningham Group Architecture, Inc.
201 Main Street SE, Suite 325
Minneapolis, MN 55414
Telephone Number: 612-379-3400
Fax Number: 612-379-4400

for the following Project:
(Name, location and detailed description)

Edina Sports Dome and Outdoor Ice
7503 Ikola Way
Edina, MN 55439

The Construction Manager:
(Name, legal status, address and other information)

RJM Construction
7003 West Lake Street, Suite 400
St. Louis Park, MN 55426
Telephone Number: 952-837-8600
Fax Number: 952-832-9600

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

The City of Edina Parks and Recreation Department plans to respond to public and sports group interest in indoor and outdoor sports space by constructing a 250'x400' air-supported structure and an 85' x 200' refrigerated outdoor ice sheet located on the City-owned property north of the Braemar ice arena, including the Braemar Park Athletic Field and other park land.

Project elements are generally the following, with alternatives as indicated.

Dome and Support Structures:

1. 250' x 400' dome with 10' clear paved area around perimeter for snow removal, and a vehicle air lock.
2. Dome Interior Program: synthetic turf field with walking track and space at one end for two batting cages.
3. 2,400 sq. ft. Lobby/Support building connected to the dome, to include restrooms that have alternate access from outside for summer use.
4. Approximately 2,500 sq. ft. roofed structure to provide shelter for mechanical equipment and off-season storage of some dome components.
5. Energy efficient and long-lasting lighting (LED fixtures) desired in the dome.
6. Alternates:
 - a. Additional fabric liner to achieve a higher insulating value for Dome;
 - b. Tedlar top coating for outer dome membrane.

Outdoor Ice Sheet:

1. 85' x 200' outdoor refrigerated ice sheet over concrete slab.
2. Dasher boards and glass or netting above..
3. Roof (fabric over wood or steel structure) over ice sheet.
4. Player benches and spectator standing areas, with some heat source.

Init.

5. Modifications to existing east arena ice sheet mechanical equipment to serve outdoor ice, upgrading to ammonia refrigerant.

Arena Remodeling associated with Outdoor Ice Sheet – up to 2,500 sq. ft. of remodeling:

1. Direct outside door from mechanical room.
2. Canopy over existing exterior doors to protect from falling snow.
3. One to two (1-2) indoor changing/bench areas for outdoor skaters.
4. Skate-friendly flooring between changing/bench areas and rink.
5. Two (2) toilets remodeled to meet ADA codes for general use on lower level.
6. Relocated Figure Skating office..

Other Site Elements:

1. Walkway connections between south exit of dome, rink and East arena, and potentially to Horner's Nest.
2. Replacement site lighting for the fields (summer use).
3. Additional paved path/drive along south side of rink out of the snow drop area of existing arena roof.
4. Construction related to new/replaced ice refrigeration systems: Reconstruction of southwest retaining wall to allow direct exit from East Arena mechanical room.

Givens and Assumptions for utilization of site:

1. Grading and retaining walls as needed to create a level playing field.
2. Paved fire department and service access from west and from southeast corner; access path for Zamboni from east arena to rink; additional paved path/drive along south side of rink away from the snow/ice drop area of existing arena roof.
3. Relocation and reconstruction of southwest retaining wall to allow direct exit from East Arena mechanical room.
4. Walkway connections between south exit of dome, rink and East Arena.
5. Replacement site lighting for the fields (summer use).
6. Landscaping around new structure.

Exclusions: Services to design or coordinate a fire sprinkler system for the dome are not included, as the Project understanding is that one will not be required.

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Owner's preliminary program dated October 24, 2013 will be further developed during the Schematic Design Phase of this Agreement.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Refer to Section 1.1 above.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Refer to Exhibit "B," pages 8-10 of Addendum to Sports Dome and Outdoor Ice Rink for an estimated Project cost.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

Pending execution of contract and timely approvals:
Schematic Design start date is October 28, 2013.
Design Development to start November 25, 2013.
Construction Documents to start December 31, 2013.

Init.

.2 Commencement of construction:

Spring of Two Thousand Fourteen.

.3 Substantial Completion date or milestone dates:

November Two Thousand Fourteen.

.4 Other:

N/A.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Two (2) major bid packages to be finalized by February, Two Thousand Fourteen.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Ana Kattreh
City of Edina Parks & Recreation
4801 West 50th Street
Edina, MN 55424
Telephone Number: 952-927-8861

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

N/A.

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page.

.2 Cost Consultant (if in addition to the Construction Manager):

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

None. Owner's Construction Manager will review all Project Cost Estimates.

.3 Land Surveyor:

Previously Retained. (Sunde Land Surveyors).

.4 Geotechnical Engineer:

To be Determined.

.5 Civil Engineer:

N/A.

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Kathryn M. Wallace, AIA, Principal
Tunde Olusanya, Technical Support
201 Main Street SE, Suite 325
Minneapolis, MN 55414

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Clark Engineering
621 Lilac Drive North
Minneapolis, MN 55422-4609

.2 Mechanical Engineer:

Hallberg Engineering, Inc.
1750 Commerce Court
White Bear Lake, MN 55110

.3 Electrical Engineer:

Hallberg Engineering, Inc.
1750 Commerce Court
White Bear Lake, MN 55110

.4 Civil Engineer:

Anderson-Johnson Associates, Inc.
7575 Golden Valley Road

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Minneapolis, MN 55427

.5 Ice Systems Engineer:

Stevens Engineering
2211 O'Neil Road
Hudson, WI 54016

§ 1.1.12.2 Consultants retained under Additional Services:

N/A.

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars (\$ 1,000,000).

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§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, as well as Ice Systems consulting. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 participating in a pre-bid conference for prospective bidders, and
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

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- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year Contractor's Construction Warranty Period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Contractor, and shall not be liable for

results of interpretations or decisions rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site evaluation and planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural interior design (B252™-2007)		
§ 4.1.10 Value analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility support services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security evaluation and planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® certification (B214™-2007)		
§ 4.1.25 Historic preservation (B205™-2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

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- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-eight (28) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

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Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

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.3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Owner shall be deemed the owners of the Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

(Paragraphs deleted)

§ 7.2.1 Owner and Design Professional agree that any provisions of this Agreement transferring the ownership of copyrights in the Instruments of Service created by the Architect and its consultants to Owner are not intended to, and do not, apply to the Architect's or its consultant's standard details, specifications, drawings, forms and formats used in the Consultant's professional practice (Standard Elements) incorporated into the Instruments of Service and further agree that, upon payment in full to the Consultant of all sums due under the terms of this Agreement, the Consultant shall grant Owner a nonexclusive perpetual license to use the Standard Elements solely for completion, modification and operation of this Project.

§ 7.3 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3. The terms of this Section 7.3 shall not apply to the completion of this Project only if the Owner rightfully terminates this Agreement for cause under Section 9.4.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall not be compensated for expenses incurred in the interruption and resumption of the Architect's services.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect, up to a maximum of Four Thousand Dollars (\$4,000).

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

(Paragraph deleted)

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| A stipulated sum of Six Hundred Twenty-seven Thousand Dollars (\$627,000.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| N/A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Hourly, per Architect's Hourly rates attached as Exhibit "A," plus Reimbursable Expenses or as otherwise agreed.

| § 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty-five	percent (35	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty-four point Five	percent (24.5	%)
Eleven (11) month walk through	Point Five	percent (.5	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| See attached.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month.

§ 11.10.2

(Paragraphs deleted)

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraph deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Architect pursuant to this Agreement. The Architect is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Architect receives a request to release, data, the Architect must immediately notify the Owner. The Owner will give the Architect instructions concerning the release of the data to the requesting party before the data is released. Architect agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Architect's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or unlawful use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.

§ 12.2 Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Architect must pay any subcontractor within ten (10) days of the Architect's receipt of payment from the Owner for undisputed services provided by the subcontractor.

The Architect must pay interest of one and one-half percent (1-1/2%) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest

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penalty payment for an unpaid balance of One Hundred and No/100 Dollars (\$100.00) or more is Ten and No/100 Dollars (\$10.00) For an unpaid balance of less than One Hundred and No/100 Dollars (\$100.00), the Architect shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Architect shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

§ 12.3 Additional service included as part of the base scope: Amendment to the Sports Dome Feasibility Study dated June 24, 2013. Amendment developed conceptual design and scope of construction for additional elements such as outdoor ice systems.

§ 12.4 Architect's services during the eleven month walk-through are to include: Walk-through to identify issues with Project performance, and documentation of items for Contractor to address.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit "A" – Architect's Hourly Rates.

Exhibit "B" – Addendum to Sports Dome and Outdoor Ice Rink

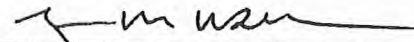
This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Scott Neal, City Manager
(Printed name and title)

OWNER (Signature)

James Hovland, Mayor
(Printed name and title)



ARCHITECT (Signature)

Kathryn M. Wallace, AIA Principal
(Printed name and title)

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